

Vision Plan of America

AGENT'S SERVICE AGREEMENT

This agreement is made and entered into by and between Vision Plan of America (hereinafter referred to as VPA) and the Agent indicated in consideration of the mutual covenants hereinafter contained, the parties agree:

1. That on all Programs affected through the Agent, VPA will pay the Agent, as full compensation thereon, the service fees as provided in Paragraph 11. Service fees shall be equal to the respective percentage of adjusted premium paid in cash to VPA for contract years as indicated adjusted premium for any contract year in question means the premium developed by the amount of coverage occurring during such year and minus any premium refunds due to cancellations occurring during such year. The service fees specified will be extended to and be allowed on premiums paid for a contract period, provided the Agent (a) has the permission of the Contract-holder to service its interests under the contract and to solicit new coverage there under during such period (b) the Agent shall perform such service and solicitation in a manner satisfactory to VPA.
2. Any service fees accruing hereunder shall be payable in month following the month of receipt of the premium by VPA. Any service fee received hereunder upon any premium or portion thereof returned by VPA shall be immediately repaid to it.
3. If any contract shall be terminated by either VPA or the Contract-holder for any reason or cause, all rights to service fees that might otherwise have accrued hereunder on such contract shall cease.
4. No rights or interest arising hereunder shall be subject to assignment except with written consent of VPA, such consent not be withheld unreasonably. Any indebtedness of the Agent of VPA arising at any time shall constitute a first lien upon any service fees or allowance due or to become due hereunder.
5. The Agent has no authority to alter or discharge any contract, or to extend the time of premium payment, or to waive or extend any contract provisions or conditions. The Agent has no authority to after, amend or change any promotional brochures or material without prior written approval of VPA. All printed matter, applications and sales literature which VPA may furnish to the Agent shall remain the property of the VPA subject at all times to its control and shall be returned to VPA upon demand.
6. If the Agent is a solicitor or solicitor firm, he agrees that:
 - a) All funds received by the solicitor firm for the account of the VPA shall at all times be segregated from the assets of the solicitor firm and shall be promptly deposited to a trust account in a state or federal bank authorized to do business in this state and insured by an appropriate federal insuring agency "Promptly deposited" means deposited no later than the business day following receipt by the solicitor firm.
 - b) All funds received by the solicitor firm for the account of VPA shall be transmitted to VPA, or to a person designated in the contract, within (5) five business days after such funds are received by the solicitor firm.
7. This Agreement permits the Agent to procure and submit to VPA applications for products offered by VPA. The Agent, acting as an independent contractor and not as an employee of VPA, is solely responsible for his actions. The Agent agrees to comply with the laws and rules of the State in which he transacts business.
8. Either Party shall have the right at anytime, with cause or mutual agreement, to terminate this Agreement. Notice of such termination shall be delivered in person or by mail, certified, return receipt requested, addressed, In the case of the Agent, to his last known address, and in the case of VPA to 3255 Wilshire Blvd., Suite 1610, Los Angeles, CA 90010. The effective date of termination shall be the 10th day following the date of mailing the notice unless the parties agree to a longer period of time.
 - Termination for cause. The following acts or omissions by the Agent are hereby agreed to be sufficient cause for termination of this Agreement. (a) fraud, (b) embezzlement, (c) willful violation of any insurance law or any ruling of the State or Federal regulatory agency having supervisory powers over the Insurance Industry, (d) willful violation of any provision of this Agreement, (e) any other acts of omissions on the part of the Agent which reflects unfavorably upon the reputation of VPA, (f) new and renewal production is less than \$500.00 of paid annualized premium in a calendar year.
 - In the event of termination for cause all rights to fees and any other form of compensation shall cease, and no right to damages resulting from such termination shall arise.
9. Group: Unless this Agreement shall terminate for cause as specified in Paragraph 8 herein, all Service Fees shall be vested up to the dollar amount level at the time of termination provided that coverage under the Plan is renewed upon expiry and agent is broker of record.
10. This Agreement constitutes the entire contract between the parties hereto. Any amendments to this Agreement shall be prepared in written
11. Service Fee Schedule: see schedule below.
12. Plan reserves the right to change the Service Fee Schedule thereafter and to determine service fees for type of plans not herein mentioned.
13. The Agent agrees to immediately notify VPA of either of the following: (a) the institution of any disciplinary proceedings relating to the Agent's license issued such person by the insurance commissioner, (b) any changes in the status of the Agent's license with the Department of Insurance. Additionally, Agent shall comply with all applicable provisions of the Insurance Law and the rules there under. Furthermore, the Agent agrees to only accept funds for VPA, Subscribers and Group representatives in the form of checks made payable to VPA and forwards such checks to VPA by close of business day following receipt thereof:

IN WITNESS THEREOF this Agreement has been executed in duplicate by the undersigned parties to take effect on:

_____ Date

Vision Plan of America

By _____

_____ Agent Code No.

_____ Insurance License No.

Agent Information:

Name: _____
(Please Print)

Co. Name or DBA: _____

Address: _____
Street Suite #

City State Zip

Phone: () _____

Fax: () _____

Email: _____

SS or Tax ID No: _____

Agent: _____
Signature Date

Fee Schedule

PLAN M-PLUS

Individuals %
Groups %

PLANS A - C

Individuals %
Groups %

Vision & Dental Plans

Individuals %
Groups %

**Make All Checks Payable To:
Vision Plan of America**

Send all documents, checks, etc., to:

Vision Plan of America
3255 Wilshire Blvd., Suite 1610
Los Angeles, CA 90010

Phone: (213) 384-2600

Fax: (213) 384-0084

Appointing Party:

Name: _____ ()
Code

By: _____

Approved By:

Name: _____ ()
Code

By: _____